

AFFIDAVIT OF LOST MORTGAGE

THE UNDERSIGNED AFFIANT, AN EMPLOYEE OF ABC TITLE COMPANY, WHOSE ADDRESS IS FOR THE PURPOSE OF THIS INSTRUMENT 12345 MAIN STREET ANYWHERE, MI 00000. BEING JULY SWORN, DEPOSES AND STATES:

- 1) Affiant makes this Affidavit of Lost Mortgage based upon review of the applicable title and/or escrow file.
- 2) That on April 21, 2006 a Mortgage was executed by Timothy Charles Hahn and Karen Louise Hahn as husband and wife.
- 3) That the original document has been lost or destroyed, and that the attached is a copy of the lost instrument.
- 4) Affiant makes this Affidavit to give notice to the County Register's Office.
- 5) Affiant, by certified mail, sent a copy of this Affidavit and a copy of the unrecorded Mortgage to the Mortgagors last known address.
- 6) Further the Affiant sayeth not.

Dated: February 13, 2014

By:

John Doe, Agent
ABC Title Company

State of Michigan
County of Mecosta

The foregoing was subscribed and sworn before me this 13th day of February, 2014 by John Doe, agent ABC Title Company.

Jane Doe Notary Public
State of Michigan county of Mecosta
My commission expires Feb 14, 2014
Acting in county of Mecosta

Drafted by: John Doe of ABC Title Company 12345 Main Street, Anywhere, MI 00000

MORTGAGE

65014714320001

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 21 April 2006, and the parties, and their addresses and tax identification numbers, if required, are as follows:
MORTGAGOR (Marital Status of Male Borrower):
TIMOTHY CHARLES HAHN, AND KAREN LOUISE HAHN, HUSBAND AND WIFE

KH
23851 WOODARD AVE, BIG RAPIDS, MI 49307

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgements.

LENDER: ABC LENDING INC
1234 MAIN STREET
ANYWHERE, MI 12345

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, sells, mortgages and warrants to Lender, with the power of sale, the following described property:
See attached Exhibit A

Tax ID 54-05-018-009-000&54-05-01

The property is located in Mecosta at 23851 WOODARD AVE
(County)
BIG RAPIDS, Michigan 49307
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The maximum principal amount, excluding protective advances, secured by this Security Instrument at any one time shall not exceed \$ 180,000.00 This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Protective advances are defined by law and include an expenditure or expenditures such as advances made under the terms of this Security Instrument to protect Lender's priority and advances made to fulfill or perform an obligation of the Mortgagor under this Security Instrument, with respect to the mortgaged property, that the Mortgagor has failed to fulfill or perform.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
 - A. Debt incurred under the terms of the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt dated 4/21/2006 , together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is 4/21/2016 .
 - B. All future advances from Lender to Mortgagor under such evidence of debt, whether obligatory or discretionary. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
 - C. All sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage, and warrant, with power of sale, the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

26. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- ☒ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ☐ **Additional Terms.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Timothy Charles Hahn 4/24/06
Mortgagor Date
TIMOTHY CHARLES HAHN

Karen Louise Hahn 4/24/06
Mortgagor Date
KAREN LOUISE HAHN

Mortgagor Date

Mortgagor Date

Mortgagor Date

Mortgagor Date

Mortgagor Date

Mortgagor Date

ACKNOWLEDGMENT:
(Individual)

State of MI), ss.

County of Mecosta), ss.

The foregoing instrument was acknowledged before me this 24th day of April 2006 (date) by
TIMOTHY CHARLES HAHN, KAREN LOUISE HAHN

(Name of Person Acknowledged).

Valarie Jo Antor

Signature of Notary Public

(Seal)

Acting in the County of Mecosta

Valarie Jo Antor

Printed Name of Notary

Notary Public

Title

420 Rose Ave Big Rapids MI 49307

Address of Notary

My Commission Expires: May 19, 2007

Prepared by:

John Doe
Specialist

ABC LENDING INC
1234 MAIN STREET
ANYWHERE, MI 12345

· Exhibit 'A'

THE FOLLOWING DESCRIBED PREMISES SITUATED IN THE TOWNSHIP OF BIG RAPIDS, COUNTY OF MECOSTA AND THE STATE OF MICHIGAN: PARCEL 1. THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST (SW) FRACTIONAL QUARTER OF SECTION EIGHTEEN (18) IN TOWNSHIP FIFTEEN NORTH, (T 15 N), RANGE TEN WEST, (R 10 W), TOWNSHIP OF BIG RAPIDS, COUNTY OF MECOSTA AND STATE OF MICHIGAN. PARCEL 2. THE FRACTIONAL SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION EIGHTEEN (18); TOWNSHIP FIFTEEN NORTH, (T 15 N), RANGE TEN WEST, (R 10 W), TOWNSHIP OF BIG RAPIDS, COUNTY OF MECOSTA AND STATE OF MICHIGAN CONTAINING THIRTY SIX AND SIX ONE HUNDREDS (36.6) ACRES MORE OR LESS. LESS AND EXCEPT: A PART OF THE NW 1/4, SECTION 18, T15N-R10W, BIG RAPIDS TWP., MECOSTA CO., MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE W 1/4 CORNER; THENCE N 00 DEGREES - 57 MINUTES - 26 SECONDS W ALONG THE WEST SECTION LINE, 935.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 00 DEGREES - 57 MINUTES - 26 SECONDS W, ALONG THE WEST SECTION LINE, 725.00 FEET TO THE CENTERLINE OF WOODWARD AVENUE; THENCE S 73 DEGREES - 15 MINUTES - 55 SECONDS E, ALONG THE CENTERLINE OF WOODWARD AVENUE, 163.41 FEET; THENCE S 67 DEGREES - 18 MINUTES - 23 SECONDS E, ALONG THE CENTERLINE OF WOODWARD AVENUE, 191.27 FEET; THENCE S 00 DEGREES - 57 MINUTES - 26 SECONDS E PARALLEL WITH THE WEST SECTION LINE, 598.61 FEET; THENCE S 89 DEGREES - 02 MINUTES - 35 SECONDS W 330.89 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 5.0 ACRES OF LAND AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.

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